BANGALORE WATER SUPPLY AND SEWERAGE BOARD

REQUEST FOR PROPOSALS

RFP NO.BWSSB/CE(D, QA & IT)/ACE/TA/ 429 /2026-26 Dt: 29.06.2026.

TENDER FOR THE ASSIGNMENT OF

EMPANELLING OF THIRD PARTY INSPECTION AGENCIES FOR INSPECTION OF VARIOUS WORKS AND MATERIALS IN BWSSB.

(Through KPP Portal only)

https://www.kppp.karnataka.gov.in

Office of the Chief Engineer (Design, QA & IT)

BANGALORE WATER SUPPLY & SEWERAGE BOARD

9th Floor, Cauvery Bhavan D-Block,

K.G. Road, Bangalore 560009

Telephone – 080-22945340

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SECTION: 1– LETTER OF INVITATION (LOI)

(Name of the Agency) (Location and Date)

Dear Sir:

Subject: Empanelling of Third Party Inspection Agency for inspection of Works and Materials.

1. You are hereby invited to submit Technical and financial proposals required for the above assignment, which could form the basis for future negotiations and ultimately an understanding between your firm and The Chief Engineer (Design), BWSSB.
2. The purpose of the assignment is to empanel agencies towards:
   (a) III Party Inspection of various works carried out as per applicable contract terms and conditions.
   (b) III Party Inspection of the materials and Chemicals used in works as per applicable contract terms and conditions.
3. The following documents are enclosed to enable you to submit your proposal:
   (a) Terms of Reference (TOR) – Annexure 1
   (b) Data Sheet (Annexure 2)
   (c) Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals –Annexure 3.
   (d) Form of Contract for Agency's Services under which the Services will be performed. (Annexure 4).
4. DELETED
5. **Submission of Proposals:**

A) PAYMENT OF TENDER PROCESSING FEES AND EMD:

Tenderers must pay earnest money deposit (EMD) of Rs.5,00,000/- and the Tenderers are required to pay as a part of its tender the requisite tender processing fee as per details available on the KPP portal.

The tender processing fee and the EMD shall be denominated in Indian Rupees and shall be paid in the KPP portal using any of the following payment modes:

-Credit Card
-Direct Debit
-National Electronic Funds Transfer (NEFT)
-Over the Counter payment (OTC)
-Net Banking

The EMD of the tenderer will be returned not later than 30 days after issue of Letter of Acceptance (LOA), to the all tenderer.

The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

i) sign the Agreement; or

ii) furnish the required Security deposit

B) The proposals shall be submitted in two parts viz., "**Technical" and "Financial"** and should generally follow the Forms given in the "Supplementary Information to Agencies"

5.1 The **"Technical"** and **"Financial"** proposals must be submitted through KPP Portal in two covers (**"Technical Proposal"** and **"Financial Proposal"**) following the formats/schedules given in the Supplementary Information for Agencies. The **"Technical Proposal"** should include the description of the firm/organization, the firm general experience in the field of Assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan, methodology and approach in response to suggested terms of reference and should not contain any cost

information whatsoever. The **"Financial Proposal"** should contain the detailed price offer for the Agency services.

You will provide cost in % of the cost of the works executed under different works.

The last date and time for receipt of tenders in the Electronic Tender Box in website (https://www.kppp.karnataka.gov.in) is on **15.07.2026 up to 16:00 hrs**. The technical bids will be opened on **16.07.2026 up to 16:00 hrs**. If the bid-opening day remains as public holiday, bids will be opened on the next working day at the original stipulated time.

5.2 **Opening of Proposal**

The **"Technical Proposal"** will be opened by the Client or his authorized representative in his office at 16:00 hours on **16.07.2026** in presence of such agencies or their authorized representative who may choose to be present. It may please be noted that the **"Financial Proposal"** will not be opened until evaluation of Technical Proposal has been completed and approved by the Competent Authority.

6. **Evaluation of Proposals**

A two cover system procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria:

(i) The agency shall have a minimum of **3 years experience** in the field of third party inspection of work/materials/equipments **in Government Sector**. (Documents for the same should be scanned and uploaded through KPP Portal).

(ii) The agency should have relevant **ISO 9001:2015 Certification**. (ISO Certificates in original should be scanned and uploaded through KPP Portal).

(iii) The agency must have **NABL accredited laboratory** as per the **ISO/IEC 17025:2017** in Bengaluru (ISO Certificates in

original should be scanned and uploaded through KPP Portal).

OR

The agency shall furnish undertaking authorization letter for NABL accredited laboratory as per the ISO/IEC 17025:2017 in Bengaluru (Authorization Letter to be uploaded).

(iv) The agency should have Head/Branch **Office in Bangalore** (Documents for Address of the Office copy should be scanned and uploaded through KPP portal).

(v) The Agency's relevant experience for the assignment **(60 Points);** (The agency shall furnish performance certificates for having experience of similar assignment in minimum **Six Government Departments anywhere in India during last three Years i.e., 2023-2024 to 2025-2026).**

(vi) The Agency's average financial turnover in last three years i.e., **2023-2024 to 2025-2026) (10 Points).** (**1 Point for each Rs.10.00Lakh turnover and Maximum 10 Points**).

Details of the Annual Turnover (in Rs) in the last three financial years.

2023-24:_____
2024-25:_____
2025-26:_____

(Attach Certificate from Charted Accountant with UDIN and all the Balance sheets certified by CA should be scanned and uploaded through KPP Portal)

Vii) The qualifications and experience of the key staff proposed for the assignment **(30 points)** Curriculum Vitae of key personnel **(The details of only such key personnel who will be**

deployed in the subject assignment if awarded by BWSSB should be furnished) in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curricula vitae).

These personnel will be rated in accordance with:

a) General qualifications

b) Adequacy for the assignment (suitability to perform the duties of the assignment). These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm and their language and experience in the region etc.,

7. **Deciding the Award of Contract**

Quality and competence of the agencies services shall be the paramount requirement. The decision of the award of the agreement would be made as under:

(i) Technical proposals scoring more than 75% of the total points will only be considered for further evaluation;

(ii) The Client shall notify those agencies whose proposals did not meet the minimum qualifying points are considered as non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the agencies that have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail;

(iii) The Financial Proposals shall be opened in the presence of the agencies' representatives who choose to attend. The name of the Agency, the quality scores and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

(iv) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have coated all items of the corresponding Technical Proposals. If not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude the Agency's Service Tax.

(v) DELETED

(vi) During negotiations the Agency must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.

(vii) Negotiations will commence with a discussion of the agencies Technical Proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TORs. Agreement will then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimization of the required outputs from the Agencies and to define clearly the inputs required from the Client to ensure satisfactory implementation of the agreement.

(viii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)

(ix) Having selected agencies, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate rates quoted for the agreement on the basis of the staff named in the Technical Proposal and prior to negotiations will require assurance from the agencies that these staff will be actually made available. The Client will not consider substitutions during negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

8. Please note that the Client is not bound to select any of the agency submitting proposals. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the agency offering the lowest price.

9. You are requested to hold your proposal valid for 90 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The

Client will make its best efforts to select agencies & empanel them within this period.

10 Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.

11 Assuming that the agreement can be satisfactorily concluded within tender validity you should be expected to take up/commence the assignment as per the contract agreement.

12 We wish to remind you that any manufacturing or construction agency with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this assignment forms a part.

13 Please note that if your agency does not have all the expertise for the assignment, there is no objection to your firm associating with another agency to enable a full range of expertise to be presented. However joint ventures between agencies on the shortlist are not permitted.

14 An invitation to submit the proposals have also been uploaded in KPP Portal Website.

16. Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules.

17. DELETED

Yours faithfully

Sd/-
Chief Engineer(D, QA & IT)
BWSSB

Annexure:

1. Terms of Reference (TOR)
2. Data Sheet
3. Supplementary Information to Agencies
4. Contract format under which Assignment will be performed

Annexure 1

TERMS OF REFERENCE (TOR)

The Terms of Reference should include the following:

1. Background
2. A concise statement of the objectives of the assignment
3. An outline of the tasks to be performed
4. Schedule for the completion of the tasks
5. Data, services, and facilities to be provided by the Client
6. Final outputs (i.e., Reports, drawings, etc.,) that will be required of the Agency
7. Composition of the Review Committee and review procedure to monitor Agency's work
8. List of Key positions, whose CV and experience would be evaluated.

1. BACKGROUND

Bangalore Water Supply and Sewerage Board is formed by the State legislature under Bangalore Water supply and Sewerage Board Act on 10-09-1964 for providing Water Supply & Sewage disposal in the city of Bangalore. It is one of the first Water supply & Sanitation Utilities in India with jurisdiction of entire Bruhat Bengaluru Mahanagara Palike Area of 800 Sqkm, (Bengaluru Core area of 245 Sqkm, 8 Urban Local Bodies of 330 Sqkm (7 City Municipal Corporation and 1 Town Municipal Corporation and 110 Villages of 225 Sq kms.)

Since 1964, BWSSB has executed several water supply and sewage schemes for the city, including the prestigious Cauvery Water Supply Scheme (CWSS) Stages - I, II, III, Stage IV Phase – I & II, Stage V and sewerage system improvement projects concentrating on sewage collection, conveyance and treatment works. The existing sewerage system covers an area of 265 km2 of core area of the city.

The Bangalore Water Supply and Sewerage Board (BWSSB) is responsible for providing water supply & UGD facilities within to BBMP area of 800 sq. km and safe disposal of waste water generated after due treatment.

BWSSB has the following mandates: adequate water supply to meet demand; creation of sewerage network & safe disposal of sewage; Preparation, implementation of plans & schemes for augmenting water supply & safe disposal of sewage; Levy and collection of water charges for sustainability of the system.

2. OBJECTIVES OF THE ASSIGNMENT

BWSSB has proposed to taken up several works along with regular maintenance works towards various improvement works of water supply & sanitary works, civil & electrical works along with procurement of various materials and chemicals etc.,.

To ensure proper quality check and inspection at all or at least at critical important phase of works to ensure the level of quality of works it is proposed to empanel zonal wise Third Party Inspection agency to improve the compliance of works/materials with reference to relevant standard/ specification/ regulation.

The task assignment shall comprise of i) Inspection of Materials/Works/Chemicals ii) Inspection during execution at various stages iii) Final inspection on completion and submission of completion report iv) Witnessing of Tests v) Installation inspection vi) Pre-dispatch inspection.

Third Party Inspection agency shall perform following duties during its inspection of works/materials/ Chemicals:

Inspection Reports and Test Reports:

The inspection reports along with the photos taken during actual execution of works must be submitted during every site visit by the agency (3rd party). Also all the test reports conducted as per IS codes

submitted during the course of execution of work must be checked & certified periodically. The agency shall also ensure the quality of the materials used are as per IS standards and as provided in the tender specifications.

Water Supply and UGD Works:

The agency must ensure that the water supply & sewerage works are being carried out as per the specifications detailed in BOQ and as per the terms and conditions of the contract. Utmost care should be taken with all the safety measures required during execution of works in accordance with the required slope, Proper compaction during refilling and restoration of roads as per guidelines.

The agency shall take care for the inspection chambers constructed are as per standards specified. Special care on construction of BBM manholes such as wall thickness, Quality of cement mortar, Proper bonding, Inside and outside plastering, Bed concrete, Benching, Providing footsteps and Fixing of rings & covers. The agency must see for the Quality of concrete, reinforcement as per design & dimensions as per approved drawings for walls, Raft, Slab..etc in case of RCC manholes.

The agency shall also ensure for the execution and completion of trenchless works (both water supply & UGD) as per design, specification and as per directions from the Board Engineer.

Civil, Electrical, Mechanical & Information Technology Works:

The agency must ensure that the civil, electrical, mechanical & IT works are being carried out as per the specifications detailed in BOQ and as per the terms and conditions of the contract. Utmost care should be taken on inspection of earth work excavation, planking & strutting, proper disposal of surface earth, de-watering, site measurement, concrete work, reinforcement work, quality of

workmanship, form work, masonry works, plastering works, painting works, pointing & finishing works, etc., in respect of civil works. Further, in respect of electrical, mechanical, IT works inspection shall be taken up as per relevant IS: Codes and specifications.

Inspection of Materials/Chemicals:

The agency must ensure that the Inspection of various materials is being carried out as per the specifications detailed in IS: Codes and as per terms and conditions of the contract.

The agency must have National Accreditation Board for Testing and Calibration Laboratories (NABL) for inspection of various Chemicals as per the IS codes and terms & conditions of Contract.

3. AN OUTLINE OF THE TASKS TO BE PERFORMED

The Third Party Inspection agency would undertake monitoring works pertaining to:

1. **Construction stage:**

a. Report on compliance to statutory requirements
b. Report on Safety and Health aspects
c. Report on Physical Progress of the project
d. Report on Financial progress and fund utilization
e. Report on Quality Assurance systems and Project quality- as per Checklist for Quality Control
f. Report on variations with respect to sanctioned covenants
g. Report on cost variations and time overruns
h. Report on remedial measures to improve physical and financial progress and quality of the works.
i. Commissioning, trial run and testing stage
j. Reports on completion of projects

2. **Post construction Stage**:

a. Report on functionality & usage

b. Report on overall performance and sustainability of the assets created

4. SCHEDULE FOR THE COMPLETION OF THE TASKS

The task completion schedule shall commence from construction stage and would function until completion of the works and shall submit a final report on the overall performance of the project.

Sl.No.	Nature of Review	Frequency of Reports
1.	Construction	As per need in phases
2.	Commissioning & Trial runs	As per need
3.	Post Construction	As per need
4	Materials/Chemicals	As per need

The schedule of completion of tasks shall be as preferred in various works and as per the conditions of contract.

5. DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

The data, services and facilities to be provided by the client will be mentioned in the works assigned with respect to the nature of inspection of works/materials and as per the conditions of contract.

6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, ETC.,) THAT WILL BE REQUIRED OF THE AGENCY

a. Review of tender documents and periodical site visits:

(i) Ensuring all project documents, including outcomes, outputs, specifications, estimates of quantities, work packages, project implementation plan - including milestones, periodic progress indicators, oversights etc., on-site management systems, such as

rerouting of transient services, temporary connections, worker accommodation, labour insurance, procurement & storage of materials, inventory management; delivery, hand-over, exit and financial closure plans are in place

(ii) Site visits shall be organized at different stages as indicated by the Board as 'milestones' in their work such as foundations, superstructure, finishes and commissioning may be taken as comparatives from the assessment side to help translate progress reports to non-technical personnel at reporting sites.

b. Filing and submission of all inspection reports in the prescribed format:

- To capture qualitative feedback in narrative and in separate documents;
- To report the progress with respect to implementation as per the appropriate stage of the works under development;
- Outcomes of the works at initiation milestone/the specific milestones – expected state of physical and financial progress.
- Observed physical and financial progress including execution process
- Recommendations as to how to reduce exceptions, including if milestones need to be re-phased, or any process that may need to be streamlined.
- Follow-up action of the report, which would be ascertained in the next report.

7. COMPOSITION OF THE REVIEW COMMITTEE AND REVIEW PROCEDURE TO MONITOR AGENCY'S WORK:

Review of reports, documents, etc., submitted by the III Party inspection agency will be reviewed by the Client/Employer on timely basis or as and when desired in accordance with the schedule of task assigned in the project.

Further, the review of the procedure adopted by the III Party Inspection agency will be taken up by the Client/Employer during the progress of works or as and when desired in accordance with the schedule of task assigned in the project.

8. LIST OF KEY POSITIONS, WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

The agency must deploy a Certified qualified engineer (Diploma or BE) having enough technical knowledge of the subject, must be computer savvy with knowledge of MS-Office & other required software. He shall report to the concerned Board Engineers as and when required. He should be aware of Materials quality, Execution quality, Checking & Certifying test reports, Preparation of inspection reports, Enclosure of necessary photographs & Shall be available as and when required by the Board. He should be able to provide power point presentations if required.

DETAILS OF TEAM COMPOSITION:

Sl. No.	Name of Staff	Name of Firm	Area of Expertise Position

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Name & Proposed Position:

2. Date of Birth:

3. Nationality:

4. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

5. Membership of Professional Associations:

6. Other Training:

7. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

9. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of

employment, name of employing organization, positions held.]: From [Year]: To [Year]:

10. Employer:

11.Positions held:

12. Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Date: [Signature of staff member or authorized

representative of the staff] Place: [Full name of authorized representative]:

15. INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF Are there any activities carried out by your firm or Group Company or any member of the consortium which are of conflicting nature as m

Annexure 2

DATA SHEET

Information to Tenderers:

1) The name of the Client is: **Chief Engineer (Design, QA & IT), Bangalore Water Supply and Sewerage Board, Bangalore**. The method of selection is Quality and Cost Based Selection (QCBS)

2) Objectives & description of the Assignment:

The selected agency will have to carry out assignment of Third party inspection of all works/materials/equipment's at premises related to both Water Supply and Underground Drainage System and other allied works with continuous interaction on day to day basis with the Engineer In charge and Periodic interaction with the officials and the agencies involved in the Project.

The Inspection and testing of the materials shall be carried out as per the relevant IS specification of the Work/Material/Equipment, Technical specification and Approved Quality Assurance Plan at the factory of the manufacturer, situated anywhere in India.

If third party inspection of materials is to be carried out at Manufacturers premises, the testing charges are to be borne by the Supplier as the rates offered by the firm is inclusive of III party inspection charges shall be considered. (No separate percentage will be made for inspection)

3) A pre –proposal conference will be held: Yes

Date: As per KPP portal.

Venue: Office of the Chief Engineer (Design, QA & IT)
BWSSB, 9th Floor, Cauvery Bhavan
K.G.Road, Bangalore-560 009
Ph No: 080-22945340
E-mail: cedesign@bwssb.gov.in

4)BWSSB will provide the following inputs:

For civil/ electro-mechanical & IT works: Approved BOQ with prices, Quality Assurance Plans drawings and contract agreement.

In case of absence of manual, the third party agency shall carry out the tests as per relevant standards.

Position	No of years of professional Experience	Specific Experience
Project Manager/ Team Leader-1No	10 years	Experience in the field of Civil, Electro-Mechanical, Water supply & UGD works along with inspection of materials/goods.
Inspectors-1No (Civil)	5 years	Experience in the field of Civil, Water supply & UGD works along with inspection of materials/goods.
Inspectors-1No (Electrical)	5 years	Experience in the field of Civil, Electrical works along with inspection of materials/goods related to Electrical works.
Inspectors-1No (Mechanical)	5 years	Experience in the field of Civil, Mechanical works along with inspection of materials/goods related to Mechanical works.
Inspectors-1No (Chemical)	5 years	Experience in the field of inspection of chemicals/materials related to water treatment works.
Inspectors-1No (Information Technology)	5 years	Experience in the field of testing of software's, web applications and IT related works.

Note: - These key personnel include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, Minimum 2 years' time spent with the firm and their language and experience in the region etc.)

A) Qualification: (**Max 2 Points)**
M.Tech or ME in above prescribed stream from AICTE approved Institutions – 2 Points.
B.Tech or BE in above prescribed stream from AICTE approved Institutions – 1 Points.
B) Experience in similar nature of work: (Max 3 Points)
10 years & above : 3 Points
5 years & above : 2 Points
3 years & above : 1 Points

5) The minimum required experience of proposed key professional staff

is:

6) The estimated number of key professional staff months required for the assignment for the period of **36 months** and may extendable for a period as the parties may agree on mutual agreement at the same rate, terms & conditions.

7) Reports which are part of the Assignment must be submitted in the English language.

8) To qualify for award of this contract, the Tenderer in its name should have following minimum eligibility conditions:

i) The agency shall have a minimum of 3 years experience in the field of third party inspection of work/material/equipment in Government domain.

ii) The agency should have valid ISO 9001:2015 Certification.

(ISO Certificates in original should be scanned and uploaded through KPP Portal)

iii) The agency must have **NABL accredited laboratory** as per the **ISO/IEC 17025:2017** in Bengaluru (ISO Certificates in original should be scanned and uploaded through KPP Portal).

OR

The agency shall furnish undertaking authorization letter for NABL accredited laboratory as per the ISO/IEC 17025:2017 in Bengaluru (Authorization Letter to be uploaded).

iv) The agency should have Head/Branch **Office in Bangalore** (Documents for Address of the Office copy should be scanned and uploaded through KPP portal).

v) The Agency's relevant experience for the assignment **(60 Points);** (The agency shall furnish performance certificates for having experience of similar assignment in minimum **Six Government Departments anywhere in India during last three Years i.e., 2023-2024 to 2025-2026).**

vi) The Agency's average financial turnover in last three years i.e., **2023-2024 to 2025-2026) (10 Points).** (**1 Point for each Rs.10.00Lakh turnover and Maximum 10 Points**). **Note:** The detailed technical evaluation of proposals satisfying minimum eligibility conditions as above only will be done and **the minimum Technical Points required for eligibility is 75 Points** and the technical points will be awarded only based on the documents submitted by the agency in the KPP portal as per requirement.
The Assignment is expected to commence as and when the Board issues the work order for the above assignment for a particular work. The date of commencement of above assignment for the purpose of duration of this tendered contract will commence from the date of agreement. The period of completion for each individual assignment will be finalized at the time of issuing the work order based on the period of execution of the particular Project. The agency is expected to start inspection of the work immediately on receipt of the inspection call but not later than three working days from the date of call. If the third party inspection agency shall desire for an extension of time for completion on any valid grounds which shall satisfy the Executive Engineer of respective divisions shall grant such extension as he thinks necessary or proper.
Performance Security: The successful Tenderer shall attend the Chief Engineer (D, QA & IT) office within 20 days from the date of written intimation for executing agreements on a **stamp paper of value of Rs.7,000/-** along with **standing security deposit (S.S.D.) of Rs.7,00,000/- (Rupees Seven Lakh only)** in the form of D.D./B.G. drawn in favour of The Chief Engineer(Design, QA & IT), BWSSB payable @ Bengaluru. The S.S.D. amount paid will be released only after the completion of all the assignment entrusted or expiry of the agreement whichever is later.
Liquidated damages (LD): All work orders should be promptly attended

within specific time. Failure to complete the work or to take up the work as per the specification will entail enforcement of one or more of the following, in addition to cancellation of work order in part or in whole.

a) The Board will levy a LD for delay in taking up the above work, up to 10% of the inspection charge at the discretion of the Additional Chief Engineer (Quality Assurance). Such recovery will be done when there is any delay/defective service from the agency.

b) Recovery of extra cost, if any incurred by the Board, in getting the work done from other agency, by adjustment from money due to the defaulter, on this contract or any other contract with this Board or with any other Government Department/Statutory Bodies.

c) Black listing of the agency in the Board.

The Chief Engineer (Design, QA & IT) of the Board reserves the right to cancel the contract at any time without assigning any reasons thereof.

Annexure 3

SUPPLEMENTARY INFORMATION FOR THE AGENCIES

Proposals:

1. Proposals should include the following information:

a) Technical Proposals:

(i) Technical Proposal Submission in Form F-1

(ii) A brief description of the agency/organization and an outline of recent experience on assignments of similar nature executed during the last three years in the format given in Form F-2;

(iii) Any comments or suggestions of the Agency on the TOR

(iv) A description of the manner in which Agencies would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment;

(v) The composition of the team of personnel which the Agency would propose to provide and the tasks which would be assigned to each team member in Form F-4;

(vi) Curricula Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curricula Vitae should be in Form F-5 and signed by the concerned personnel.

(vii) The Agency's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.

(b) Financial Proposals:

The financial proposals should include the following:

(i) Financial Proposal submission in Form – 6

(ii) Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 7

2. DELETED

3. The Agencies should note that the empanelment for this Assignment will be with the Client ---------- (Project Agency). Payments to the Agencies shall be made in accordance with the agreed payment schedule. The Client proposes the payment schedule for consideration of the Agency as _____ quoted % of the running bills to be paid to the contractor for the works carried out in phases.

4. **Review of reports:**

A review committee (to be restricted to three members) consisting of the following officers will review all reports of

Agencies (Inception, Monthly, Quarterly and other re[ports) and suggest any modifications/changes considered necessary within 15 days of receipt.

[This letter to be reproduced in the firm's letter head duly signed by authorized signatory]

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:	To:
…….	…….
…….	…….
…….	…….
…….	…….
…….	…….
(Name of Agency)	*(Name of Client)*

Sir:

Empanelling Third Party Services for various works undertaken by BWSSB.

Reference: RFP No. Your letter dated …….

We herewith enclose Technical Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature: ……..

Name: ……

Address: ……

……

……
(Authorized representative)

[This letter to be reproduced in the firm's letter head duly signed by authorized signatory]

FORM F – 2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief description of the Firm/Organization

2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of project	Client	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

FORM F – 3

WORK PLAN TIME SCHEDULE

A. DELETED

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. DELETED

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

FORM F – 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. **Technical/Managerial Staff**

Sl.No.	Name	Position	Task assignment

2. **Support Staff**

Sl.No.	Name	Position	Task assignment

FORM F - 5

SUGGESTED FORMAT OF CURRICULA VITAE

FOR MEMBERS OF AGENCY'S TEAM

1. Name: .....

2. Profession/
   Present Designation:
   .....

3. Years with Firm/Organization: Nationality:
   .....

4. Area of Specialization:
   ---

5. Proposed Position on Team:
   .....

6. Key Qualifications:

   (Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

   (Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. Experience:

   (Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member
……

Date:

Place……
…

FORM F – 6

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:	To:
……	……
……	……
……	……
……	……
……	……
(Name of Agency)	*(Name of Client)*

Sir:

Subject: Empanelling of Third party agency services for
Inspection of various works under taken by BWSSB.

Reference: RFP No. Your letter dated ……

We herewith enclose Financial Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".

Yours faithfully,

Signature: ……

Name: ……

Address: ……

……

……
(Authorized representative)

FORM F – 7 **SCHEDULES OF RATES**

Sl.No.	Particulars	Rates to be offered in % age (Inclusive of All)
I	**WATER SUPPY & UNDER GROUND DRAINAGE WORKS (CIVIL, ELECTRCIAL, MECHANICAL & IT WORKS)**	
	i) Works cost above Rs.5.00lakh upto Rs.100.00lakh	
	ii) Works cost above Rs.100.00lakh & above	
III	**MATERIALS/ CHEMICALS**	
	i) Works cost above Rs.5.00lakh upto Rs.100.00lakh	
	ii) Works cost above Rs.100.00lakh & above	

Note: The Rates to be offered in KPP Portal Only.

Annexure 4

CONTRACT FOR EMPANELLING III PARTY INSPECTION AGENCIES SERVICES

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Agency's name]* ("the Agency") having its principal office located at *[insert Agency's address].*

WHEREAS, the Client wishes to have the Agency performing the services hereinafter referred to, and

WHEREAS, the Agency is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Agency shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Agency shall provide the personnel listed in Attachment B, "Agency's Personnel" to perform the Services.

(iiiThe Agency shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Agency's Reporting Obligations".

2. Term:

The Agency shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. <u>Ceiling</u>

For Services rendered pursuant to Attachment A, the Client shall pay the Agency an amount not to exceed *[insert amount].* This amount has been established based on the understanding that it includes all of the Agency's costs and profits as well as any tax obligation that may be imposed on the Agency.

B. Schedule of Payments

The Schedule of payments shall be as _____ quoted % of the running bills to be paid to the contractor for the works carried out in phases.

Note: All payments shall be made on submission of pre-receipted invoices by the Agency in duplicate for the respective stages.

D. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Agency of invoices in duplicate to the Coordinator designated in Clause 4.
The 3rd party inspection charges in percentage shall be considered for basic amount (Excluding GST) of the Evaluated Cost of the Tender OR Actual Payment made to the Work Contractor whichever is lesser.

4. Contract Administration:

A. Coordinator:

The Client designates Mr./Ms. ……. As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Agency's Reporting Obligations" shall be submitted in the course of the

assignment, and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Agencies undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Agency shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Agencies shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Agencies for the Client under the Contract shall belong and remain the property of the Client. The Agencies may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Agencies not to be engaged in certain activities:

The Agencies agree that during the term of this Contract and after its termination, the Agencies and any entity affiliated with the Agencies, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Agency will be responsible for appropriate insurance coverage. In this regard, the Agency shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Agency or its staff. The Agency shall provide the Client with certification thereof up on request.

10. Assignment:

The Agency shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Agency shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Agency and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Termination

i) The Client may terminate the Contract if the other party causes a fundamental breach of the Contract.

ii) Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the agency stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Client;

(b) the Client instructs the agency to delay the progress of works and the instruction is not withdrawn within 60 days;

(c) The Agency becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) the Client gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Agency fails to correct it within a reasonable period of time determined by the Client;

(f) the Agency does not maintain a security which is required;

(g) the Agency has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

iii) When either party to the Contract gives notice of a breach of contract to the Client for a cause other than those listed under Sub Clause above, the Client shall decide whether the breach is fundamental or not.

iii) Notwithstanding the above, the Client may terminate the Contract for convenience.

iv) If the Contract is terminated the Agency shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

v) If the Contract is terminated because of a fundamental breach of Contract by the Agency, the Client shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Client exceeds any payment due to the Agency the difference shall be a debt payable to the Client.

vi) If the Contract is terminated at the Client's convenience or because of a fundamental breach of Contract by the Client, the Client shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Agency's personnel employed solely on the Works, and the Agency's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

14. Taxes:

The Agency shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Agency Service tax payable for providing this Agency Services shall be paid/reimbursed by the Client separately.

For the Client	For the Agencies
Signed by:	Signed by:
Name and designation	Name and Designation
Date:	Date:
Place	Place:

List of Attachments to the Contract :

Attachment A:	Description of Services
Attachment B:	Agencies Personnel
Attachment C:	Agency’s reporting Obligations.